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STARR INDEMNITY & LIABILITY
COMPANY

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

STARR INDEMNITY & LIABILITY
INSURANCE COMPANY

Plaintiff,

v.

ROSS ISLAND SAND & GRAVEL CO.,

Defendant(s).

No. 2:21-cv-00791 KJM DB

**STIPULATED CIVIL NON-TRIAL
PROTECTIVE ORDER**

1. PURPOSES AND LIMITATIONS

Disclosure and discovery activity in this action are likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The parties further acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective Order does not entitle them to file confidential information under seal;

1 Civil Local Rule 141 sets forth the procedures that must be followed and the standards that will be
2 applied when a party seeks permission from the court to file material under seal.

3 1.1 Specific Information to be Protected

4 Pursuant to Local Rule 141.1(c), Plaintiff STARR INDEMNITY & LIABILITY COMPANY
5 (“Starr”) seeks to have the following information be subject to the Order and alleges as follows:

6 A. Starr’s policies and procedures for determining and rating the risks for issuing or
7 renewing marine insurance policies, and documents evidencing or relating to such policies and
8 procedures. Starr is a leading insurance company and such documents and information merit
9 protection by this Court as such documents and information constitute Starr’s proprietary, financial,
10 and otherwise confidential information. If such documents and information are publicly disclosed,
11 Starr will be prejudiced and harmed in that Starr’s competitors will have access to Starr’s
12 underwriting policies and procedures and could use such information to undercut and otherwise
13 harm Starr in the insurance market, even outside the context of the marine insurance market. Due to
14 the significant risk of financial harm in disclosing the aforementioned documents, a court order is
15 more appropriate than a private agreement between the parties, as this will better protect Starr from
16 inadvertent disclosure and provide appropriate procedures should such information be inadvertently
17 disclosed. Additionally, such an order will provide the appropriate policies for the disposition of
18 appropriately designated materials after the conclusion of this matter.

19 B. Documents pertaining to Starr’s underwriting policies. Starr is a leading insurance
20 company and such documents and information merit protect by this Court as such documents and
21 information constitute Starr’s proprietary, financial, and otherwise confidential information. If such
22 documents and information are publicly disclosed, Starr will be prejudiced and harmed in that
23 Starr’s competitors will have access to Starr’s underwriting policies and procedures and could use
24 such information to undercut and otherwise harm Starr in the insurance market, even outside the
25 context of the marine insurance market. Due to the significant risk of financial harm in disclosing the
26 aforementioned documents, a court order is more appropriate than a private agreement between the
27 parties, as this will better protect Starr from inadvertent disclosure and provide appropriate
28 procedures should such information be inadvertently disclosed. Additionally, such an order will

1 provide the appropriate policies for the disposition of appropriately designated materials after the
2 conclusion of this matter.

3 C. Documents relating to the underwriting of the primary and excess policies issued to
4 Defendant ROSS ISLAND SAND & GRAVEL CO. (“Ross Island”). Starr is a leading insurance
5 company and such documents and information merit protect by this Court as such documents and
6 information constitute Starr’s proprietary, financial, and otherwise confidential information. While
7 these documents are more tailored towards the pending litigation, such documents and information
8 still reveal Starr’s underwriting policies and procedures, and more definitively illustrate how such
9 policies and procedures are applied to a specific insured. If such documents and information are
10 publicly disclosed, Starr will be prejudiced and harmed in that Starr’s competitors will have access
11 to Starr’s underwriting policies and procedures and could use such information to undercut and
12 otherwise harm Starr in the insurance market, even outside the context of the marine insurance
13 market. Due to the significant risk of financial harm in disclosing the aforementioned documents, a
14 court order is more appropriate than a private agreement between the parties, as this will better
15 protect Starr from inadvertent disclosure and provide appropriate procedures should such
16 information be inadvertently disclosed. Additionally, such an order will provide the appropriate
17 policies for the disposition of appropriately designated materials after the conclusion of this matter.

18 2. DEFINITIONS

19 2.1 Challenging Party: a Party or Non-Party that challenges the designation of
20 information or items under this Order.

21 2.2 “CONFIDENTIAL” Information or Items: information (regardless of how it is
22 generated, stored, or maintained) or tangible things that qualify for protection under Federal Rule of
23 Civil Procedure 26(c).

24 2.3 Counsel (without qualifier): Outside Counsel of Record and House Counsel (as well
25 as their support staff).

26 2.4 Designating Party: a Party or Non-Party that designates information or items that it
27 produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

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1 2.5 Disclosure or Discovery Material: all items or information, regardless of the medium
2 or manner in which it is generated, stored, or maintained (including, among other things, testimony,
3 transcripts, and tangible things), that are produced or generated in disclosures or responses to
4 discovery in this matter.

5 2.6 Expert: a person with specialized knowledge or experience in a matter pertinent to the
6 litigation who has been retained by a Party or its counsel to serve as an expert witness or as a
7 consultant in this action.

8 2.7 House Counsel: attorneys who are employees of a party to this action. House Counsel
9 does not include Outside Counsel of Record or any other outside counsel.

10 2.8 Non-Party: any natural person, partnership, corporation, association, or other legal
11 entity not named as a Party to this action.

12 2.9 Outside Counsel of Record: attorneys who are not employees of a party to this action
13 but are retained to represent or advise a party to this action and have appeared in this action on
14 behalf of that party or are affiliated with a law firm which has appeared on behalf of that party.

15 2.10 Party: any party to this action, including all of its officers, directors, employees,
16 consultants, retained experts, and Outside Counsel of Record (and their support staffs).

17 2.11 Producing Party: a Party or Non-Party that produces Disclosure or Discovery
18 Material in this action.

19 2.12 Professional Vendors: persons or entities that provide litigation support services (e.g.,
20 photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing,
21 storing, or retrieving data in any form or medium) and their employees and subcontractors.

22 2.13 Protected Material: any Disclosure or Discovery Material that is designated as
23 “CONFIDENTIAL.”

24 2.14 Receiving Party: a Party that receives Disclosure or Discovery Material from a
25 Producing Party.

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1 3. SCOPE

2 The protections conferred by this Stipulation and Order cover not only Protected Material (as
3 defined above), but also (1) any information copied or extracted from Protected Material; (2) all
4 copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony,
5 conversations, or presentations by Parties or their Counsel that might reveal Protected Material.
6 However, the protections conferred by this Stipulation and Order do not cover the following
7 information: (a) any information that is in the public domain at the time of disclosure to a Receiving
8 Party or becomes part of the public domain after its disclosure to a Receiving Party as a result of
9 publication not involving a violation of this Order, including becoming part of the public record
10 through trial or otherwise; and (b) any information known to the Receiving Party prior to the
11 disclosure or obtained by the Receiving Party after the disclosure from a source who obtained the
12 information lawfully and under no obligation of confidentiality to the Designating Party. This
13 Stipulation and Order does not prevent the use of any Protected Material at trial and any use of
14 Protected Material at trial shall be governed by a separate agreement, or order issued by the Court
15 pursuant to the request or motion by the Designating Party.

16 4. DURATION

17 Even after final disposition of this litigation, the confidentiality obligations imposed by this
18 Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order
19 otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all claims and
20 defenses in this action, with or without prejudice; and (2) final judgment herein after the completion
21 and exhaustion of all appeals, rehearings, remands, trials, or reviews of this action, including the
22 time limits for filing any motions or applications for extension of time pursuant to applicable law.

23 5. DESIGNATING PROTECTED MATERIAL

24 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party or
25 Non-Party that designates information or items for protection under this Order must take care to
26 limit any such designation to specific material that qualifies under the appropriate standards. The
27 Designating Party must designate for protection only those parts of material, documents, items, or
28 oral or written communications that qualify – so that other portions of the material, documents,

1 items, or communications for which protection is not warranted are not swept unjustifiably within
2 the ambit of this Order. If it comes to a Designating Party's attention that information or items that it
3 designated for protection do not qualify for protection, that Designating Party must promptly notify
4 all other Parties that it is withdrawing the mistaken designation.

5 5.2 Manner and Timing of Designations. Except as otherwise provided in this Order (see,
6 e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered, Disclosure or
7 Discovery Material that qualifies for protection under this Order must be clearly so designated
8 before the material is disclosed or produced.

9 Designation in conformity with this Order requires:

10 (a) for information in documentary form (e.g., paper, or electronic documents, but
11 excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party
12 affix the legend "CONFIDENTIAL" to each page that contains protected material. If only a portion
13 or portions of the material on a page qualifies for protection, the Producing Party also must clearly
14 identify the protected portion(s) (e.g., by making appropriate markings in the margins).

15 A Party or Non-Party that makes original documents or materials available for inspection need not
16 designate them for protection until after the inspecting Party has indicated which material it would
17 like copied and produced. During the inspection and before the designation, all of the material made
18 available for inspection shall be deemed "CONFIDENTIAL." After the inspecting Party has
19 identified the documents, it wants copied and produced, the Producing Party must determine which
20 documents, or portions thereof, qualify for protection under this Order. Then, before producing the
21 specified documents, the Producing Party must affix the "CONFIDENTIAL" legend to each page
22 that contains Protected Material. If only a portion or portions of the material on a page qualifies for
23 protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making
24 appropriate markings in the margins).

25 (b) for testimony given in deposition or in other pretrial or trial proceedings, that the
26 Designating Party identify on the record, before the close of the deposition, hearing, or other
27 proceeding, all protected testimony.

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1 (c) for information produced in some form other than documentary and for any other
2 tangible items, that the Producing Party affix in a prominent place on the exterior of the container or
3 containers in which the information or item is stored the legend “CONFIDENTIAL.” If only a
4 portion or portions of the information or item warrant protection, the Producing Party, to the extent
5 practicable, shall identify the protected portion(s).

6 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to
7 designate qualified information or items does not, standing alone, waive the Designating Party’s
8 right to secure protection under this Order for such material. Upon timely correction of a
9 designation, the Receiving Party must make reasonable efforts to assure that the material is treated in
10 accordance with the provisions of this Order.

11 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

12 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of
13 confidentiality at any time. Unless a prompt challenge to a Designating Party’s confidentiality
14 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic burdens,
15 or a significant disruption or delay of the litigation, a Party does not waive its right to challenge a
16 confidentiality designation by electing not to mount a challenge promptly after the original
17 designation is disclosed.

18 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution process
19 by providing written notice of each designation it is challenging and describing the basis for each
20 challenge. To avoid ambiguity as to whether a challenge has been made, the written notice must
21 recite that the challenge to confidentiality is being made in accordance with this specific paragraph
22 of the Protective Order. The parties shall attempt to resolve each challenge in good faith and must
23 begin the process by conferring directly (in voice to voice dialogue; other forms of communication
24 are not sufficient) within 14 days of the date of service of notice. In conferring, the Challenging
25 Party must explain the basis for its belief that the confidentiality designation was not proper and
26 must give the Designating Party an opportunity to review the designated material, to reconsider the
27 circumstances, and, if no change in designation is offered, to explain the basis for the chosen
28 designation. A Challenging Party may proceed to the next stage of the challenge process only if it

1 has engaged in this meet and confer process first or establishes that the Designating Party is
2 unwilling to participate in the meet and confer process in a timely manner.

3 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without court
4 intervention, the Parties shall file a Joint Statement re Discovery Disagreement pursuant to Local
5 Rule 251(a), as required by Magistrate Judge Barnes's Standing Order. The Parties must comply
6 with the meet and confer requirements specified in Magistrate Judge Barnes's Standing Order.
7 Pursuant to Judge Mueller's Standing Order, if the dispute relates to the sealing or redaction of
8 documents related to dispositive motions, the Designating Party's sealing or redaction request shall
9 be governed by Local Rule 141 (sealing) and/or Local Rule 140 (redaction).

10 The burden of persuasion in any such challenge proceeding shall be on the Designating
11 Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose
12 unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions.
13 Unless the Designating Party has waived the confidentiality designation by failing to seek judicial
14 intervention, as discussed above, all parties shall continue to afford the material in question the level
15 of protection to which it is entitled under the Producing Party's designation until the court rules on
16 the challenge.

17 7. ACCESS TO AND USE OF PROTECTED MATERIAL

18 7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or
19 produced by another Party or by a Non-Party in connection with this case only for prosecuting,
20 defending, or attempting to settle this litigation. Such Protected Material may be disclosed only to
21 the categories of persons and under the conditions described in this Order. When the litigation has
22 been terminated, a Receiving Party must comply with the provisions of section 13 below (FINAL
23 DISPOSITION).

24 Protected Material must be stored and maintained by a Receiving Party at a location and in a
25 secure manner that ensures that access is limited to the persons authorized under this Order.

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1 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise ordered by
2 the court or permitted in writing by the Designating Party, a Receiving Party may disclose any
3 information or item designated “CONFIDENTIAL” only to:

4 (a) the Receiving Party’s Outside Counsel of Record in this action, as well as
5 employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the
6 information for this litigation and who have signed the “Acknowledgment and Agreement to Be
7 Bound” that is attached hereto as Exhibit A;

8 (b) the officers, directors, and employees (including House Counsel) of the
9 Receiving Party to whom disclosure is reasonably necessary for this litigation and who have signed
10 the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

11 (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is
12 reasonably necessary for this litigation and who have signed the “Acknowledgment and Agreement
13 to Be Bound” (Exhibit A);

14 (d) the court and its personnel;

15 (e) court reporters and their staff, professional jury or trial consultants, mock jurors,
16 and Professional Vendors to whom disclosure is reasonably necessary for this litigation and who
17 have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

18 (f) during their depositions, witnesses in the action to whom disclosure is reasonably
19 necessary and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A),
20 unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed
21 deposition testimony or exhibits to depositions that reveal Protected Material must be separately
22 bound by the court reporter and may not be disclosed to anyone except as permitted under this
23 Stipulated Protective Order.

24 (g) the author or recipient of a document containing the information or a custodian or
25 other person who otherwise possessed or knew the information.

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1 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER
2 LITIGATION

3 If a Party is served with a subpoena or a court order issued in other litigation that compels
4 disclosure of any information or items designated in this action as “CONFIDENTIAL,” that Party
5 must:

6 (a) promptly notify in writing the Designating Party. Such notification shall include a
7 copy of the subpoena or court order;

8 (b) promptly notify in writing the party who caused the subpoena or order to issue in
9 the other litigation that some or all of the material covered by the subpoena or order is subject to this
10 Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

11 (c) cooperate with respect to all reasonable procedures sought to be pursued by the
12 Designating Party whose Protected Material may be affected.

13 If the Designating Party timely seeks a protective order, the Party served with the subpoena
14 or court order shall not produce any information designated in this action as “CONFIDENTIAL”
15 before a determination by the court from which the subpoena or order issued, unless the Party has
16 obtained the Designating Party’s permission. The Designating Party shall bear the burden and
17 expense of seeking protection in that court of its confidential material – and nothing in these
18 provisions should be construed as authorizing or encouraging a Receiving Party in this action to
19 disobey a lawful directive from another court.

20 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS
21 LITIGATION

22 (a) The terms of this Order are applicable to information produced by a Non-Party in
23 this action and designated as “CONFIDENTIAL.” Such information produced by Non-Parties in
24 connection with this litigation is protected by the remedies and relief provided by this Order.
25 Nothing in these provisions should be construed as prohibiting a Non-Party from seeking additional
26 protections.

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1 (b) In the event that a Party is required, by a valid discovery request, to produce a
2 Non-Party's confidential information in its possession, and the Party is subject to an agreement with
3 the Non-Party not to produce the Non-Party's confidential information, then the Party shall:

4 (1) promptly notify in writing the Requesting Party and the Non-Party that some or all of the
5 information requested is subject to a confidentiality agreement with a Non-Party;

6 (2) promptly provide the Non-Party with a copy of the Stipulated Protective Order in this
7 litigation, the relevant discovery request(s), and a reasonably specific description of the information
8 requested; and

9 (3) make the information requested available for inspection by the Non-Party.

10 (c) If the Non-Party fails to object or seek a protective order from this court within
11 14 days of receiving the notice and accompanying information, the Receiving Party may produce the
12 Non-Party's confidential information responsive to the discovery request. If the Non-Party timely
13 seeks a protective order, the Receiving Party shall not produce any information in its possession or
14 control that is subject to the confidentiality agreement with the Non-Party before a determination by
15 the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of
16 seeking protection in this court of its Protected Material.

17 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

18 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected
19 Material to any person or in any circumstance not authorized under this Stipulated Protective Order,
20 the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized
21 disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c)
22 inform the person or persons to whom unauthorized disclosures were made of all the terms of this
23 Order, and (d) request such person or persons to execute the "Acknowledgment and Agreement to
24 Be Bound" that is attached hereto as Exhibit A.

25 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED
26 MATERIAL

27 When a Producing Party gives notice to Receiving Parties that certain inadvertently produced
28 material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties

1 are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to
2 modify whatever procedure may be established in an e-discovery order that provides for production
3 without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
4 parties reach an agreement on the effect of disclosure of a communication or information covered by
5 the attorney-client privilege or work product protection, the parties may incorporate their agreement
6 in the stipulated protective order submitted to the court.

7 12. MISCELLANEOUS

8 12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek
9 its modification by the court in the future.

10 12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order
11 no Party waives any right it otherwise would have to object to disclosing or producing any
12 information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no
13 Party waives any right to object on any ground to use in evidence of any of the material covered by
14 this Protective Order.

15 12.3 Filing Protected Material. Without written permission from the Designating Party or a
16 court order secured by the Designating Party after appropriate notice to all interested persons, a Party
17 may not file in the public record in this action any Protected Material. Any Party who intends to file
18 Protected Material with the court shall give written notice to the Designating Party of the Protected
19 Material and the Designating Party must within ten days file a motion to authorize the Protected
20 Material to be filed under seal and comply with Civil Local Rule 141, and the standing orders of
21 Judge Mueller and/or Magistrate Judge Barnes, as applicable. Protected Material may only be filed
22 under seal pursuant to a court order authorizing the sealing of the specific Protected Material at
23 issue. Pursuant to Civil Local Rule 141, a sealing order will issue only upon a request establishing
24 that the Protected Material at issue is privileged, protectable as a trade secret, or otherwise entitled to
25 protection under the law. If a Designating Party's request to file Protected Material under seal
26 pursuant to Civil Local Rule 141 is denied by the court, then the Receiving Party may file the
27 information in the public record pursuant to Civil Local Rule 141, unless otherwise instructed by the
28 court.

13. FINAL DISPOSITION

Within 60 days after the final disposition of this action, as defined in paragraph 4, each Receiving Party must return all Protected Material to the Producing Party or destroy such material. As used in this subdivision, “all Protected Material” includes all copies, abstracts, compilations, summaries, and any other format reproducing or capturing any of the Protected Material. Whether the Protected Material is returned or destroyed, the Receiving Party must submit a written certification to the Producing Party (and, if not the same person or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by category, where appropriate) all the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if such materials contain Protected Material. Any such archival copies that contain or constitute Protected Material remain subject to this Protective Order as set forth in Section 4 (DURATION).

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

DATED: February 4, 2022

/s/ Michael J. Cummins
Michael J. Cummins, Esq.
Attorneys for Plaintiff
STARR INDEMNITY &
LIABILITY COMPANY

DATED: February 4, 2022

/s/ Michael B. Brown (as authorized on 2/4/22)
Michael B. Brown, Esq.
Attorneys for Defendant
ROSS ISLAND SAND & GRAVEL CO.

ORDER

Pursuant to the parties' stipulation, IT IS SO ORDERED.

IT IS FURTHER ORDERED THAT:

1. Requests to seal documents shall be made by motion before the same judge who will decide the matter related to that request to seal.

2. The designation of documents (including transcripts of testimony) as confidential pursuant to this order does not automatically entitle the parties to file such a document with the court under seal. Parties are advised that any request to seal documents in this district is governed by Local Rule 141. In brief, Local Rule 141 provides that documents may only be sealed by a written order of the court after a specific request to seal has been made. L.R. 141(a). However, a mere request to seal is not enough under the local rules. In particular, Local Rule 141(b) requires that "[t]he 'Request to Seal Documents' shall set forth the statutory or other authority for sealing, the requested duration, the identity, by name or category, of persons to be permitted access to the document, and all relevant information." L.R. 141(b).

3. A request to seal material must normally meet the high threshold of showing that "compelling reasons" support secrecy; however, where the material is, at most, "tangentially related" to the merits of a case, the request to seal may be granted on a showing of "good cause." Ctr. for Auto Safety v. Chrysler Grp., LLC, 809 F.3d 1092, 1096-1102 (9th Cir. 2016); Kamakana v. City and County of Honolulu, 447 F.3d 1172, 1178-80 (9th Cir. 2006).

4. Nothing in this order shall limit the testimony of parties or non-parties, or the use of certain documents, at any court hearing or trial – such determinations will only be made by the court at the hearing or trial, or upon an appropriate motion.

5. With respect to motions regarding any disputes concerning this protective order which the parties cannot informally resolve, the parties shall follow the procedures outlined in Local Rule 251. Absent a showing of good cause, the court will not hear discovery disputes on an ex parte basis or on shortened time.

6. The parties may not modify the terms of this Protective Order without the court's approval. If the parties agree to a potential modification, they shall submit a stipulation and

1 proposed order for the court's consideration.

2 7. Pursuant to Local Rule 141.1(f), the court will not retain jurisdiction over enforcement
3 of the terms of this Protective Order after the action is terminated.

4 8. Any provision in the parties' stipulation that is in conflict with anything in this order is
5 hereby DISAPPROVED.

6 DATED: February 7, 2022

/s/ DEBORAH BARNES
UNITED STATES MAGISTRATE JUDGE

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____ [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Northern District of California on [date] in the case of _____ **[insert formal name of the case and the number and initials assigned to it by the court]**. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Northern District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action.

I hereby appoint _____ [print or type full name] of _____ [print or type full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____